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Brent H. Blakely (SBN 157292)  
bblakely@blakelylawgroup.com  
Cindy Chan (SBN 247495)  
cchan@blakelylawgroup.com  
BLAKELY LAW GROUP  
915 North Citrus Avenue  
Hollywood, California 90038  
Telephone: (323) 464-7400  
Facsimile: (323) 464-7410

NOTE: CHANGES MADE BY THE COURT

*Attorneys for Plaintiff  
Coach Services, Inc.*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

COACH SERVICES, INC., a Maryland  
Corporation,

Plaintiff,

vs.

CHUNMA USA, INC., a California  
Corporation; JAE H. JUNG, an  
individual; CLS DESIGN, INC., a  
California Corporation formerly known  
as CLS, INC.; CHEONG Y. JUNG, an  
individual; and DOES 1-10, inclusive,

Defendants.

CASE NO. 09-8583 PA (FFMx)

**ORDER RE CONSENT JUDGMENT  
INCLUDING A PERMANENT  
INJUNCTION AND VOLUNTARY  
DISMISSAL OF ACTION WITH  
PREJUDICE**

1 Plaintiff Coach Services, Inc. (“Coach”) and Defendants **Chunma USA, Inc.,**  
 2 **Jae H. Jung, CLS Design, Inc., and Cheong Y. Jung** (“Defendants”) have entered  
 3 into a Settlement Agreement and Mutual Release as to the claims in the above  
 4 referenced matter. Defendants, having agreed to consent to the below terms, it is  
 5 hereby:

6 **ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:

7 1. This Court has jurisdiction over the parties to this Final Judgment and has  
 8 jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

9 2. Coach is the worldwide owner of the trademark “COACH” and various  
 10 composite trademarks and assorted design components (“Coach Marks”). Amongst  
 11 the many Coach Marks, one of the most well-known and recognized marks is Coach’s  
 12 Signature “C” logo (see below). Coach has used the Signature “C” logo in association  
 13 with the sale of goods since as early as 2001. The Signature “C” logo was first  
 14 registered at the U.S. Patent and Trademark Office on September 24, 2002.  
 15 Registrations for the Signature “C” logo include, but are not limited to, U.S. Reg. Nos.  
 16 2,626,565; 2,822,318; and 2,832,589.

17 3. Many of Coach’s products exhibit composites of the Signature “C” logo  
 18 in an assortment of different sizes, patterns, and colors (“CC Design”), to which Coach  
 19 owns the copyright registration (U.S. Reg. No. VA0001228917).

20 4. Plaintiffs have alleged that Defendant’s purchase and sale of products  
 21 which infringe upon the Signature “C” Logo and Coach Design constitute copyright  
 22 infringement under 17 U.S.C. § 101, et seq., trademark infringement and unfair  
 23 competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and under  
 24 the common law.

25 5. Defendant and its agents, servants, employees and all persons in active  
 26 concert and participation with them who receive actual notice of this Final Judgment  
 27 are hereby permanently restrained and enjoined from infringing upon the Coach Marks  
 28 and CC Design, include either directly or contributorily, in any manner, including

generally, but not limited to manufacturing, importing, distributing, advertising, selling and/or offering for sale any unauthorized product bearing the Coach Marks or CC Design, or marks confusingly similar or substantially similar to the Coach Marks and CC Design, and, specifically from:

(a) Using the Coach Marks or CC Design or any reproduction, counterfeit, copy or colorable imitation thereof in connection with the manufacture, importation, distribution, advertisement, offer for sale and/or sale of merchandise comprising not the genuine products of Coach, or in any manner likely to cause others to believe that Defendant's products are connected with Coach or Coach's genuine merchandise;

(b) Passing off, inducing or enabling others to sell or pass off any products or other items that are not Coach's genuine merchandise as and for Coach's genuine merchandise;

(c) Leasing space to any tenant who is engaged in the manufacturing, purchasing, production, distribution, circulation, sale, offering for sale, importation, exportation, advertisement, promotion, display, shipping, marketing of Infringing Products;

(d) Committing any other acts calculated to cause purchasers to believe that Defendant's products are Coach's genuine merchandise unless they are such;

(e) Shipping, delivering, holding for sale, distributing, returning, transferring or otherwise moving, storing or disposing of in any manner items falsely bearing the Coach Marks or CC Design, or any reproduction, counterfeit, copy or colorable imitation thereof; and

(f) Assisting, aiding or attempting to assist or aid any other person or entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to 4(e) above.

6. Without any admission of liability, the parties have agreed that Defendant shall pay to Plaintiff an amount in settlement of Plaintiff's demand for damages,

1 profits, costs, disbursements, and attorneys' fees based upon Defendant's alleged  
2 infringing activities. Plaintiff and Defendant shall bear their own costs associated with  
3 this action.

4 7. The execution of this Final Judgment shall serve to bind and obligate the  
5 parties hereto.

6 8. The jurisdiction of this Court is retained for the purpose of entering the  
7 injunction. Except as otherwise provided herein, this action is fully resolved with  
8 prejudice.

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10 **IT IS SO ORDERED.**

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13 DATED: September 24, 2010



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Hon. Percy Anderson  
United States District Judge